

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA**  
Lynchburg Division

IN RE:  
JANET C.PALMATEER  
EDWARD A. PALMATEER  
Debtors

Case No. 16-60727-RBC

Chapter 13

---

WELLS FARGO BANK, N.A.  
Movant

v.  
JANET C.PALMATEER  
EDWARD A. PALMATEER  
Debtors/Respondents

and  
HERBERT L. BESKIN  
Trustee/Respondent

---

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

Wells Fargo Bank, N.A. (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay, with respect to certain real property of the Debtors having an address of 443 Grace Johnson Road, Kents Store, VA 23084-2253 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 & 157.
2. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtors on April 11, 2016.
3. A Chapter 13 Plan was confirmed on June 16, 2016.
4. The Debtors have executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$195,500.00 (the “Note”). A copy of the Note is attached hereto Exhibit 2. Movant is an entity entitled to enforce the Note.

5. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtors under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the Circuit Court of Louisa County, Virginia. A copy of the recorded Deed of Trust is attached hereto Exhibit 1.

6. Effective on or about August 27, 2010, the terms of the note and Deed of Trust were modified by a written agreement (the "Loan Modification Agreement"). A copy of the Loan Modification Agreement is attached hereto Exhibit 3.

7. The legal description of the Property is:

ALL THAT CERTAIN LOT OR PARCEL OF LAND IN THE LOUISA MAGISTERIAL DISTRICT, LOUISA COUNTY, VIRGINIA, CONTAINING 4.322 ACRES, MORE OR LESS, AND DESIGNATED AS LOT 1, ON SUBVISION PLAT OF FERNCLIFF ESTATES, PREPARED BY GREGORY D. HOSAFLOOK, P.C. DATED OCTOBER 28, 1999, RECORDED JANUARY 21, 2000. IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF LOUISA COUNTY, VIRGINIA, IN PLAT BOOK 8, PAGE 1238, TO WHICH PLAT REFERENCE IS HEREBY FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED.

THIS BEING THE SAME PROPERTY CONVEYED TO EDWARD A. PALMATEER AND JANET L. CATTERTON, BY DEED FROM WHITE OAK LANE COMPANY, LLC. A VIRGINIA LIMITED LIABILITY COMPANY, DATED APRIL 7, 2000, RECORDED APRIL 17, 2000, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF LOUISA, VIRGINIA, DEED BOOK 636, PAGE 784.

8. Wells Fargo Bank, N.A. services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtors obtain(s) a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of the Wells Fargo Bank, N.A.

9. As of December 6, 2016, the outstanding amount of the Obligations due to the Movant, less any partial payments or suspense balance is:

Unpaid Principal Balance	\$125,340.70
Unpaid Accrued Interest	\$2,693.67
Uncollected Late Charges	\$344.75
Mortgage Insurance Premiums	\$0.00
Taxes and Insurance Payments on behalf of Debtor	\$2,602.97
Other Costs	\$0.00
Less: Partial Payments	\$-212.21
Minimum Outstanding Obligations	\$130,769.88

10. The following chart sets forth the number and amount of postpetition payments due pursuant to the terms of the Note that have been missed by the Debtor as of December 6, 2016:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
1	08/01/2016	08/01/2016	\$1,270.46	\$1,270.46
4	09/01/2016	12/01/2016	\$1,335.39	\$5,341.56
Less postpetition partial payments (suspense balance):				\$-165.95

**Total Postpetition Payments: \$6,446.07**

11. The estimated value of the Property is \$184,600.00. The basis for such valuation is the Debtor's Schedule.

12. Cause exists for relief from the automatic stay for the following reasons:

- a. Movant's interest in the Property is not adequately protected.
- b. Post-petition payments required by the confirmed plan have not been made to Movant.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
3. For such other relief as the Court deems proper.

Dated: December 15, 2016

Respectfully Submitted,  
BWW Law Group, LLC

/s/ Karl Anthony Moses, Jr  
Karl A. Moses, Jr. VSB# 89433  
BWW Law Group, LLC  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229  
(804) 282-0463 (phone)  
(804) 282-0541 (facsimile)  
bankruptcy@bww-law.com  
Attorney for the Movant

**CERTIFICATE OF SERVICE**

I certify that on this 15th day of December, 2016, the following person(s) were or will be served with a copy of the foregoing Motion for Relief from Automatic Stay electronically via the CM/ECF system or by first class mail, postage prepaid:

Herbert L. Beskin, Trustee  
PO Box 2103  
Charlottesville, VA 22902

Shannon T. Morgan  
307 West Rio Road  
Charlottesville, VA 22901

Janet C. Palmateer  
443 Grace Johnson Road  
Kents Store, VA 23084

Edward A. Palmateer  
443 Grace Johnson Road  
Kents Store, VA 23084-0000

/s/ Karl Anthony Moses, Jr

Karl A. Moses, Jr.